mons v. *Johnson*, 76 Minn. 76, 78 N. W. 1035. However, with champertous contracts it is not the mere payment of money, but rather the performance of services with such contingent compensation in view which is of doubtful policy. Further, to allow such recovery in quasi-contract would tend to encourage the formation of champertous contracts, as the attorney then has nothing to lose and everything to gain. See *Roller* v. *Murray*, 112 Va. 780, 787, 72 S. E. 665, 687. Wherefore the jurisdictions which strongly disapprove of champerty have refused recovery in *quantum meruit* as well as on the contract. *Butler* v. *Legro*, 62 N. H. 350; *Mazureau* v. *Morgan*, 25 La. Ann. 281; *Ackert* v. *Barker*, 131 Mass. 436. See KEENER, QUASI-CONTRACTS, 262; Brooks, "Champerty and Maintenance in the United States," 3 VA. L. REV. 421, 422.

CONFLICT OF LAWS — JURISDICTION OVER TORTS TO FOREIGN REALTY — WHETHER STATUTE CONFERRING JURISDICTION IS RETROACTIVE. — The plaintiff brought suit in New York for the burning of his mill in Kansas in 1882. At the time of the alleged injury, no action could be brought in New York for an injury to foreign realty; but a statute passed in 1913 permitted such a suit. (NEW YORK CODE OF CIVIL PROCEDURE, § 982 *a*.) The defendant demurred to the complaint, on the ground that the statute should not be construed as retroactive, since it created a new substantive right. *Held*, that the demurrer be sustained. *Jacobus* v. *Colgate*, 54 N. Y. L. J. 2033 (Ct. of App. N. Y.)

It is a generally accepted rule of the conflict of laws that a right created by the appropriate law exists as a fact and will be recognized everywhere. See *King* v. *Sarria*, 69 N. Y. 24, 31. See DICEY, CONFLICT OF LAWS, 2 ed., 23. But any state may refuse to give a right of access to its courts, and so refuse to enforce the recognized right. See DICEY, CONFLICT OF LAWS, 2 ed., 31. Before the statute, New York followed the anomalous common law rule and refused to enforce such rights when growing out of injuries to foreign realty. *Brisbane* v. *Pennsylvania R. Co.*, 205 N. Y. 431, 98 N. E. 752; *Dodge* v. *Colby*, 108 N. Y. 445, 15 N. E. 703. But, nevertheless, the courts of that state have recognized the existence of the plaintiff's right. *Sentenis* v. *Ladew*, 140 N. Y. 463, 35 N. E. 650. And there is no doubt that a right may exist without a remedy. For example, when a plaintiff under certain disabilities is not permitted to come into court, he may sue if the disability is removed by consent, or by legislative action, although his substantive rights remain unchanged. *Bennett* v. *Bennett*, 116 N. Y. 584, 23 N. E. 17; *Sims* v. *Sims*, 79 N. J. L. 577, 76 Atl. 1063; *Burdick* v. *Freeman*, 120 N. Y. 420, 24 N. E. 949; *cf. Gardner* v. *Thomas*, 14 Johns. (N. Y.) 134. Accordingly, the statute in the principal case did not create a new right of redress, but gave a remedy for a right already existing, though previously unenforceable. The general rule is that statutes operate prospectively only, unless a contrary intention clearly appears. *Sherrill* v. *Christ Church*, 121 N. Y. 701, 25 N. E. 50. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., 642. But a statute which deals only with procedure, even though it supplies a remedy for a hitherto unenforceable right, or substitutes or adds a new remedy, applies *primâ facie* to actions on accrued as well as on future rights. *Fisher* v. *Hervey*, 6 Colo. 16; *Robinson* v. *Ferguson*, 119 Iowa 325, 93 N. W. 350; *Richardson* v. *Fletcher*, 74 Vt. 417, 424, 52 Atl. 1064, 1067. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 674. Thus the reasoning of the court in the principal case seems opposed to the theory of the conflict of laws and to the general rules of statutory construction. But it is possible that the particular circumstances surrounding this statute justified the court's interpretation of the legislative intent.

CONSTITUTIONAL LAW — OBLIGATION OF CONTRACTS — VALIDITY OF STATUTE RESERVING POWER TO ALTER CONTRACTUAL RIGHTS THROUGH REPEAL OF LEGISLATION. A creditor filed a bill to enforce the statutory liability of

directors arising out of the contraction of excessive debts for the corporation. Before judgment a repeal of the statute terminated this liability. Section 327 of the California Political Code provides that any statute may be repealed at any time and that persons acting under a statute are deemed to have contemplated this power of repeal. *Held*, that the rights of the plaintiff under the statute were destroyed even though the statute was remedial. *Moss* v. *Smith*, 155 Pac. 90 (Cal.).

The remedial statutory liability of a director enters into a contract made with the corporation. *Hargroves* v. *Chambers*, 30 Ga. 580, 602. See *Farr* v. *Briggs' Estate*, 72 Vt. 225, 232, 47 Atl. 793, 796; see 14 HARV. L. REV. 620; *cf. Horner* v. *Henning*, 93 U. S. 228, 232. And if the liability is unconditional, to alter it is to impair the obligation of the contract. *Hawthorne* v. *Calef*, 2 Wall. (U. S.) 10; *Von Hoffman* v. *City of Quincy*, 4 Wall. (U. S.) 535. But the liability is the product of the law creating the contract and subject to its limitations. See *Pritchard* v. *Norton*, 106 U. S. 124, 129. Here the legislature has made it subject to a condition subsequent. No doubt a legislature may impose some conditions upon contractual obligations. Thus in granting a charter it clearly may make its own contract subject to alterations at its pleasure. *Greenwood* v. *Freight Co.*, 105 U. S. 13. Again it may make all future obligations dischargeable upon a defined contingency, such as the bankruptcy of the obligor. *Ogden* v. *Saunders*, 12 Wheat. (U. S.) 213. Whether it could go further and declare all contractual obligations to be conditional upon any future legislative action is another question. For a suggestion of this possibility, see Marshall's dissent in *Ogden* v. *Saunders*, *supra*, 339; *cf.* 29 HARV. L. REV. 521. Perhaps such a complete reservation of control would be held a fraud upon the contract clause. And, as it would seem unreasonable to deprive persons of the right of contracting freely, it would probably be held contrary to the Fourteenth Amendment. But the statute in the principal case is open to no such objections. It can be no fraud on the contract clause for a state to reserve control merely over what it reads into the contract of the parties, and the making conditional of a prospective statutory right is not a deprivation of a right but a mere qualification of a gratuity.

CONSTITUTIONAL LAW — WITNESSES — PRIVILEGE AGAINST SELF-CRIMINATION. — The defendant was indicted under a federal statute, which requires anyone keeping an alien woman for the purpose of prostitution to file an informing statement with the Commissioner of Immigration, and provides that no person shall be prosecuted "under any law of the United States" on account of anything truthfully reported in such statement (1913, COMP. ST., § 8817). He demurred on the ground that the statute forces self-crimination under state laws and therefore violates the Fifth Amendment to the federal constitution. *Held*, that the statute is unconstitutional. *United States* v. *Lombardo*, 228 Fed. 980.

A privilege against self-crimination may be overridden only if a coextensive immunity against punishment is afforded. *Counselman* v. *Hitchcock*, 142 U. S. 547, 564, 585. The correctness of the principal case, then, depends upon the extent of the constitutional privilege. Clearly no privilege against self-crimination exists when the danger of punishment is remotely contingent. *The Queen* v. *Boyes*, 1 B. & S. 311, 330. Professedly upon this principle, several cases have refused to extend the privilege to crimination under the laws of a foreign jurisdiction. *Jack* v. *Kansas*, 199 U. S. 372, 382; *Brown* v. *Walker*, 161 U. S. 591, 608; *State* v. *March*, 1 Jones (N. C.) 526; *King of the Two Sicilies* v. *Willcox*, 7 State Trials (N. S.) 1049, 1068. *Contra*, *United States* v. *McRae*, L. R. 3 Ch. App. 79, 87. However, it is submitted that the true principle underlying these decisions is that the privilege embraces only the criminal laws of the forum. See *Hale* v. *Henkel*, 201 U. S. 43, 68; 4 WIGMORE, EVIDENCE, § 2258. For the foundation of the privilege is the danger of oppression by the